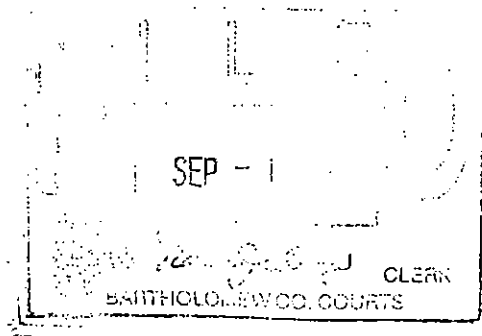


Exhibit C

STATE OF INDIANA)
)
)SS: BARTHOLOMEW COUNTY SUPERIOR COURT
COUNTY OF BARTHOLOMEW) CAUSE NO.: 032010609-MF-1601

AURORA LOAN SERVICES, LLC)
)
) Plaintiff)
)
)
 vs.)
)
)
 DERRICK FOIST and SECRETARY OF)
 HOUSING AND URBAN DEVELOPMENT)
)
) Defendants)



**COMPLAINT ON NOTE AND TO
FORECLOSE MORTGAGE**

Comes now the plaintiff, Aurora Loan Services, LLC (hereafter "Plaintiff") and complains of the Defendants, and for its cause of action herein alleges:

1. On January 21, 2004, the Defendant, Derrick Foist, for value received, executed and delivered to Aurora Loan Services, Inc. a certain mortgage note in the principal amount of \$95,248.00 (hereafter "Note"). Said Note provides for attorney's fees and is payable without relief from valuation or appraisal laws. A true, genuine, and authentic photocopy of said Note, bearing the signature of Derrick Foist, is attached hereto and incorporated herein by reference as Exhibit "A".

2. That in order to secure the payment of said Note, interest, and attorney's fees, Derrick Foist executed and delivered to Aurora Loan Services, Inc. a mortgage (hereafter "Mortgage"), on January 21, 2004, mortgaging and warranting the real estate therein described (hereafter "Real Estate"), which Mortgage was duly acknowledged and recorded in the Office of the Recorder of Bartholomew County, Indiana on April 26, 2004, as Instrument No. 200400006009. A true, genuine, and authentic photocopy of said Mortgage, bearing the signature of Derrick Foist is attached hereto and incorporated therein by reference as Exhibit "B".

3. As of September 1, 2006, the unpaid principal balance, accrued but unpaid interest, late fees and advances of the Note amounted to \$95,656.61, and interest continues to accrue thereon in accordance with the Note.

4. In order to prepare for and commence this action, Plaintiff has obtained a title search at a cost of \$301.00, which is an additional sum secured by said Mortgage and due and payable to the Plaintiff from Derrick Foist, and Plaintiff will be obligated to make other expenditures during the pendency of this action, which sums are secured by said Mortgage and will be due and payable from Derrick Foist. Plaintiff has been obliged to employ an attorney to bring this action and a reasonable attorney's fee should be fixed and allowed as an additional sum due secured by the Mortgage and owing to the Plaintiff from Derrick Foist in accordance with the terms of the Note and Mortgage, which attorney's fee shall be later determined by this Court.

5. Derrick Foist is in default of the Note by virtue of delinquent mortgage payments, and by reason of such, Plaintiff exercised its option under said Note to declare, and hereby does declare, the total, principal balance with accrued interest and expenses immediately due and payable.

6. That the Defendant, Secretary of Housing and Urban Development, is made a party hereto to answer as to, or forever be barred from asserting any right, title or interest it may assert in the Real Estate including, but not limited to, any right, title or interest, by virtue of its alleged Mortgage from Derrick Foist, in the amount of \$3,575.70, dated August 20, 2004, and recorded on October 27, 2004, as Instrument No. 200400015182 in the Office of the Recorder of Bartholomew County, Indiana.

7. That at such time as the Plaintiff or the purchaser at sale may request, the Sheriff of this County shall evict any person or persons occupying the premises herein foreclosed and deliver possession thereof to the purchaser.

8. **This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.**

WHEREFORE, Plaintiff respectfully requests a judgment against the Defendant, Derrick Foist, in the sum of \$95,656.61, as of September 1, 2006, plus per diem interest thereon from September 1, 2006, to the date of judgment in accordance with the Note; for costs advanced in the sum of \$301.00 for a title search, plus a reasonable attorney's fee to be later determined by this Court, costs of this action, and any other further amounts expended by Plaintiff for advances or in the collection of the aforesaid sums which are in accordance with the terms of the note and mortgage; that the Court enter a decree foreclosing Plaintiff's mortgage and the equity of redemption of all Defendants and all persons claiming under and through them; that the Defendants, upon failure to answer, shall be forever barred from asserting any right, title or interest in the Real Estate; that the property be ordered sold by the Sheriff of this County to satisfy the amount found to be due the Plaintiff, without relief from valuation or appraisal laws; and that, in case of sale of the mortgaged property, a proper deed or deeds be issued according to law to the purchaser or purchasers at such sale or sales; that the Plaintiff be empowered to bid for the said mortgaged property or any part thereof with the indebtedness found to be due the Plaintiff; and for all other relief proper in the premises.

By: _____

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